

Mark P. Melchert, Esq.
ABA No. 9212123
Robert J. Misulich, Esq.
ABA No. 1111083
JERMAIN, DUNNAGAN & OWENS
3000 A Street, Suite 300
Anchorage, Alaska 99503
Telephone: (907) 563-8844
Facsimile: (907) 563-7322

Counsel for Plaintiff Colville, Inc.

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

COLVILLE, INC.,
an Alaska corporation,

Plaintiff,

vs.

GOVERNMENT SERVICES CORP.,
f/k/a MLDC Government Services Corp.,
a Delaware corporation,

Defendant.

Case No. _____

COMPLAINT

Colville, Inc., by and through its undersigned attorneys, for its Complaint against Government Services Corp., does allege as follows:

PARTIES

1. At all pertinent times, Colville, Inc. ("Plaintiff") was, and still is, a corporation organized and existing under the laws of the State of Alaska with a place of

business in Anchorage, Alaska that is in all ways qualified to bring this action.

2. At all pertinent times, upon information and belief, Government Services Corp. f/k/a MLDC Government Services Corp. ("Defendant") was, and still is, a corporation existing under the laws of the State of Delaware with its principal place of business in Moscow, Idaho.

JURISDICTION AND VENUE

3. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(a) as the parties are of diverse citizenship and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

4. Venue is proper in this Court because the facts and circumstances that give rise to this action occurred in the District of Alaska.

5. Defendant is subject to personal jurisdiction in this district as the facts and circumstances that give rise to this action occurred within the District of Alaska and, upon information and belief, Defendant currently engages in business within the District of Alaska.

FACTUAL ALLEGATIONS

6. On or about September 27, 2011, Defendant was awarded Federal Defense Contract Number SP0600-11-D-4009. The purpose of this contract is to provide gasoline to military and federal civilian facilities in various locations throughout Alaska.

7. On or about October 26, 2011, Defendant registered as a foreign corporation to conduct business in Alaska under the name "MLDC Government Services

Corp.” On or about May 21, 2012, Defendant changed its name to “Government Services Corp.”

8. Defendant began conducting business with Plaintiff in October 2011, when Defendant placed an order for delivery of 10,000 gallons of gasoline to Eielson Air Force Base. Defendant continued placing gasoline orders into 2012.

9. Between May 31, 2012 and July 31, 2012, Plaintiff satisfied sixteen (16) gasoline orders placed by Defendant. Plaintiff duly delivered the gasoline to Joint Base Elmendorf-Richardson and Eielson Air Force Base.

10. Plaintiff sent invoices to Defendant for the gasoline and services supplied by Plaintiff to Defendant. The total principal amount owed by Defendant to Plaintiff is \$345,727.37. A true and accurate copy of the invoices for such amount is filed herewith as **Exhibit A**.

11. The “Payment Terms” section of Plaintiff’s invoices to Defendant specifically states, “Payment in full is due 30 days from sale. Past due invoices will accrue interest at the highest legal rate allowed. If collection action is deemed necessary by seller, collection costs, including attorney’s fees and staff time, will be assessed.”

12. To date, despite demand, Plaintiff has received no payments from Defendant for the aforementioned sixteen (16) gasoline orders. Interest on the unpaid sum continues to accrue.

**FIRST CAUSE OF ACTION
BREACH OF CONTRACT**

13. This complaint incorporates by reference all preceding paragraphs.

14. Plaintiff duly performed its obligations under its delivery contracts with Defendant.

15. Defendant breached its obligations by failing to pay Plaintiff all moneys owed and accrued interest.

16. As a result of Defendant's breach of contract, Plaintiff has suffered damages and will suffer damages in the future in an amount to be proven at trial, but not less than \$345,727.37 in principal plus accrued interest, fees, and costs.

SECOND CAUSE OF ACTION ATTORNEY'S FEES

17. This complaint incorporates by reference all preceding paragraphs.

18. Under its contract, Defendant is required to pay all collection costs, including attorney's fees and staff time. Plaintiff has incurred such costs in seeking payment and pursuing this action.

19. Defendants' failure to pay such sums to Plaintiff is a breach of the contract between Plaintiff and Defendant.

PRAYER FOR RELIEF

WHEREFORE, COLVILLE, INC. asks this Court to enter judgment in its favor, including:

1. An award of judgment in favor of Plaintiff against Defendant for all amounts owed.

2. An award of judgment in favor of Plaintiff against Defendant for all damages incurred in collecting payment, including staff time, attorney's fees, and costs.

3. An award of pre-judgment and post-judgment interest at the highest legal rate allowed.

4. Such other relief as the Court may deem reasonable and proper in the interests of justice.

DATED at Anchorage, Alaska this 16th day of November, 2012.

JERMAIN DUNNAGAN & OWENS, P.C.
Counsel for Plaintiff Colville, Inc.

By: s/ Mark P. Melchert
Mark P. Melchert
Alaska Bar No. 9212123
mmelchert@jdolaw.com
3000 A Street, Suite 300
Anchorage, AK 99503
Telephone: (907) 563-8844
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Telephone: (907) 563-8844
Facsimile: (907) 563-7322

LAW OFFICES OF
JERMAIN DUNNAGAN & OWENS
A PROFESSIONAL CORPORATION
3000 A STREET, SUITE 300
ANCHORAGE, ALASKA 99503
(907) 563-8844
FAX (907) 563-7322